

## **APPENDIX CC**

# Innovad

Innovative Development & Manufacturing

September 22, 1993

Ms. Yoshimi Tomizawa-Shu  
NEC America Inc.  
8 Old Sod Farm Road  
Melville, New York 11747

Re: Letter dated April 23, 1993 and our desire to pursue business opportunities with NEC.

Dear Ms. Tomizawa-Shu:

Per our telephone conversation yesterday, enclosed please find a mutual non-disclosure agreement for your review. In order for our foreign patent rights to be preserved related to our pending US applications it is necessary to execute a non-disclosure similar to the attached agreement. Please make suggestions as to any language that you find difficult to agree to and I will be happy to discuss.

I am interested in pursuing business opportunities with NEC which may include licensing, manufacturing, a joint venture or some other strategic partnering arrangement. I would like to meet with key decision makers at your company to explore mutually beneficial opportunities related to our current patent base and planned new products and pending patent applications.

As we discussed, I am travelling to Japan in mid October to present new product ideas and pursue business opportunities with several major Japanese companies.

Please call me at your convenience so that we may discuss how to meet our mutual objectives and proceed.

With Best Regards,



Dan Henderson  
Innovad

Attachment

# **Innovad / NEC**

## **MUTUAL NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT, made (DATE), by and between Dan Henderson dba Innovad (hereinafter called "Innovad"), having an office at 33300 Mission Blvd. Ste. 131, Union City, CA 94587, and NEC America Inc., having an office at 8 Old Sod Farm Road, Melville New York 11747-3112 (hereinafter called "NEC");**

**Innovad owns exclusive rights or owns US Patents 4,065,642, 4,821,308, 4,490,579, 4,882,744 and 4,882,750 which pertain to pager receiver devices, hereafter referred to as "PATENTED INFORMATION";**

**Innovad has developed certain new technologies and methods embodied in three new patent applications entitled:**

- Personal communicator device with improved message notification, caller identification and caller location methods;**
- Improved message notification system and method; and**
- Improved personal messaging system.**

**Innovad also has developed a prototype of a new pager receiver device which demonstrates the new technologies and methods, hereinafter referred to as "CONFIDENTIAL INFORMATION";**

**NEC is a developer and owner of certain technologies relating to the consumer electronics industry. NEC possesses certain confidential and proprietary information and know how in consumer electronic equipment hardware and software and the marketing thereof, hereinafter referred to as "CONFIDENTIAL INFORMATION";**

**The parties desire to investigate a possible business relationship in regards to research, development, and commercial exploitation of the Confidential and Patented Information.**

**Innovad and NEC wish to ensure that all confidential information remain confidential and be used only in the evaluation of a possible business relationship between the parties.**

**In consideration of the mutual promises and covenants herein contained, the parties agree as follows:**

- 1. Each party agrees that it will not disclose any confidential information of the other, and such information shall not be disclosed in whole or in part to others, or reproduced or copied in whole or in part for any purpose, without the express written consent of the disclosing party. If such information is in tangible form, it shall be returned to the disclosing party upon request.**

Each party shall not without first obtaining the written consent of the other, disclose to any person, firm or enterprise, or use for its benefit, any information relating to the pricing, methods, process, financial data, lists, apparatus, statistics, programs research, development or related information of the other party, concerning past, present or future business activities of the other party.

2. Information shall not be deemed "confidential" for purposes of this agreement to the extent that such information, (1) was acquired by a party hereto before the contemplated discussions and when such party was under no obligation to keep such information confidential, (2) is or becomes publicly known through no wrongful act of a party hereto, (3) is rightfully obtained by the receiving party from any third party who is legally entitled to possession of such information without similar restriction and without breach of any obligation owed to the disclosing party, (4) is disclosed pursuant to a lawful requirement or request of a government agency; or (5) is approved for release by written authorization of the owning party.

3. Each party further acknowledges and agrees that, in the event of a threatened breach or active breach by it of the provisions of the Agreement, the other party will have no adequate remedy for damages, and, accordingly, shall be entitled to an injunction against such threatened breach. However, no provision in this Agreement shall be construed as a waiver or prohibition of any other legal or equitable remedy for threatened or active breach hereof.

4. Nothing contained in this Agreement shall be construed as granting or conferring upon a party hereto any proprietary right, by license or otherwise, in any confidential or patented information disclosed by the other party.

For INNOVAD:

For NEC America Inc.

By: Dan Henderson

By:

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_